

PROPOSAL SUBMITTED BY:

Michels Pipe Services; a division of Michels Corporation

Contractor's Name

817 Main Street

128

Street

P.O. Box

Brownsville

WI

53006

City

State

Zip Code

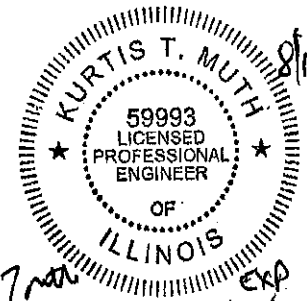


**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
Trask St., N. Loucks St., & N. Kendall St.
Sanitary Sewer CIPP Lining**

AURORA, ILLINOIS

*August, 2019
Bid 19-58*



FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

BUSINESSES OWNED BY MINORITIES, WOMEN, OR DISABLED PERSONS (MWDP) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

**PREPARED BY
CITY OF AURORA
Engineering Division
77 S. Broadway Avenue
AURORA, ILLINOIS 60507**

Bid 19-58

**Trask St., N. Loucks St., & N. Kendall St. Sanitary Sewer CIPP Lining
Bid opening - August 29, 2019 @ 10 a.m.**

ADDENDUM NO. 1

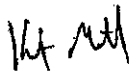
Page 1 of 6

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: August 23, 2019

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. The lining lengths have been double checked and the attached addendum schedule of prices include the revised lengths.
2. The lining map has been revised to show the manhole ID's.
3. Attached are maps showing the area tributary to each combined sewer. There are several inlets still contributing to the combined sewers on Kendall Street. However, the areas tributary to the 24" on Loucks and 27" on Trask have been almost completely de-combined. The depth of flows in both pipes on the morning of 8/22 we approximately 2".

Sincerely,



Kurt Muth, P.E.
Construction Coordinator
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT kmuth@aurora-il.org IMMEDIATELY UPON RECEIPT.

COMPANY NAME Michels Pipe Services: a division of Michels Corporation

SIGNATURE OF COMPANY REPRESENTATIVE 

Attachment A – Bid Bond



Local Agency Proposal Bid Bond

Route Various
 County Kane
 Local Agency City of Aurora
 Section _____

RETURN WITH BID

PAPER BID BOND
 WE Michels Corporation as PRINCIPAL,
 and Continental Casualty Company as SURETY,

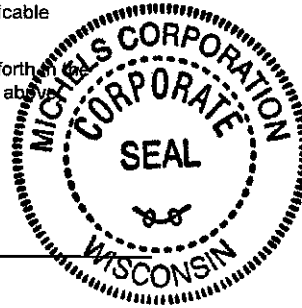
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29th day of August, 2019



Principal

Michels Corporation
(Company Name)
 By: Genette A. Zubrod
(Signature and Title)
Business Operations Manager

N/A
(Company Name)
 By: N/A
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Continental Casualty Company
(Name of Surety)

By: Heather R. Goedtel
(Signature of Attorney-in-Fact)
Heather R. Goedtel

STATE OF ~~MINNESOTA~~ Minnesota
 COUNTY OF Hennepin

I, Kelly Nicole Bruggeman, a Notary Public in and for said county,
 do hereby certify that & Heather R. Goedtel, Attorney-in-Fact

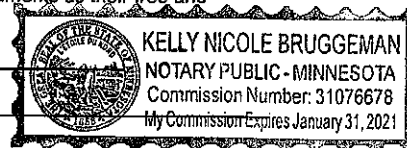
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 2019

My commission expires January 31, 2021

[Signature]
(Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Ohnstead, Trisha Kasper, Blake S. Bohl, Kelly Nicole Bruggeman, Heather R. Goedel, Michelle Halter, Individually

of Bloomington, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of February, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of February, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 29th day of August, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

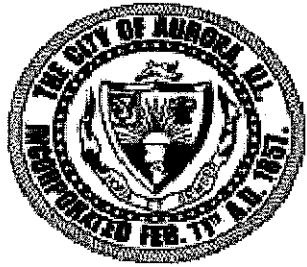
Attachment B - PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Michels Pipe Services; a division of Michels Corporation for the improvement known as the **Trask St., N. Loucks St. & N. Kendall St. Sanitary Sewer CIPP Lining, Bid 19-58.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.
10. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
11. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.

12. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
13. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
14. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ _____
15. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
16. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
17. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
18. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
19. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
20. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
21. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract

22. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
23. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
24. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Attachment C - Schedule of Prices
Trask St., N. Loucks St. & N. Kendall St.
Sanitary Sewer CIPP Lining
Bid 19-58**

Route Trask St., N. Loucks St. & N. Kendall St.
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	8" CIPP Sanitary Sewer Full Length Lining	LF	312	34.00	10,608.00
2	12" CIPP Sanitary Sewer Full Length Lining	LF	667	39.00	26,013.00
3	15" CIPP Sanitary Sewer Full Length Lining	LF	333	66.00	21,978.00
4	24" CIPP Sanitary Sewer Full Length Lining	LF	351	102.00	35,802.00
5	27" CIPP Sanitary Sewer Full Length Lining	LF	478	104.00	49,712.00
6	CIPP Lateral Reinstatements	EA	75	108.00	8,100.00
7	Cut Protruding Tap	EA	10	215.00	2,150.00
8	Items Ordered by Engineer	Allowance	1	\$15,000.00	15,000.00
Addendum No. 1 - Contractor's Total for Making Entire Improvements =					\$169,363.00

Attachment D – Signature Sheet



Signatures

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Michels Corporation

Signed By Lenette A. Rybrod

Business Operations Manager, Pipe Services ~~President~~

Business Address 817 Main Street

Brownsville, WI 53006

President Patrick D. Michels

Secretary Kevin P. Michels

Treasurer Timothy J. Michels

Attest: Angeli Muser
Admin Assistant Pipe Services ~~Secretary~~

ATTACHMENT E - BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Michels Pipe Services; a division of Michels Corporation

ADDRESS 817 Main Street

CITY/STATE/ZIP CODE Brownsville, WI 53006

NAME OF CORPORATE/COMPANY OFFICIAL Genette Zubrod

PLEASE TYPE OR PRINT CLEARLY

TITLE Business Operations Manager, Pipe Services

AUTHORIZED OFFICIAL SIGNATURE *Genette A Zubrod*

DATE 8/28/19

TELEPHONE (920) 924-4300

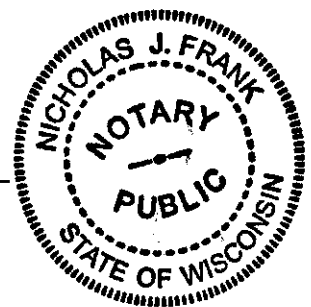
FAX No. (920) 924-4323

Subscribed and Sworn to

Before me this 28th day

of August, 2019

Nicholas J. Frank
Notary Public





**LABORERS' PENSION FUND and HEALTH and WELFARE
DEPARTMENT of the CONSTRUCTION and GENERAL LABORERS'
DISTRICT COUNCIL of CHICAGO and VICINITY and CHICAGO
LABORERS' DISTRICT COUNCIL RETIREE HEALTH and WELFARE FUND**

11465 CERMAK ROAD
WESTCHESTER, ILLINOIS 60154-5768

Telephone: (708) 562-0200
Toll Free: (866) 906-0200
Field Dept. Fax: (708) 947-7295
e-mail: FieldDept@chilpwf.com
www.chicagolaborersfunds.com

June 6, 2019

MICHELS FOUNDATIONS DV OF MICH
PO BOX 128
BROWNSVILLE WI 53006-0128

Re: Michels Foundations Dv Of Mich

BOARD OF TRUSTEES

Administrator
CATHERINE WENSKUS

Secretary
DAVID H. LORIG

PENSION FUND

For Labor
ANTHONY CANTONE
JAMES P. CONNOLLY
PAUL P. CONNOLLY
SHAWN FITZGERALD
CHARLES V. LOVERDE, III

For Employers
ROBERT J. HOPKINS, JR.
CLIFTON M. HORN
KAREN ELIN JOHNSON
ROBERT G. KRUG
DAVID H. LORIG
GARY LUNDSBERG

WELFARE FUND

For Labor
JAMES P. CONNOLLY
MARTIN T. FLANAGAN
RICHARD KUCZKOWSKI
CHARLES V. LOVERDE, III
WILLIAM J. MARTIN

For Employers
JULIE CHAMBERLIN
CHARLES J. GALLAGHER
CLIFTON M. HORN
DAVID H. LORIG
DENNIS P. MARTIN
ANTHONY J. RICCARDI

RETIREE WELFARE FUND

For Labor
JAMES P. CONNOLLY
MARTIN T. FLANAGAN
RICHARD KUCZKOWSKI
CHARLES V. LOVERDE, III
WILLIAM J. MARTIN

For Employers
JULIE CHAMBERLIN
CHARLES J. GALLAGHER
CLIFTON M. HORN
DAVID H. LORIG
DENNIS P. MARTIN
ANTHONY J. RICCARDI


To Whom It May Concern:

This letter is to inform you that Michels Foundations Dv Of Mich is signatory to a collective bargaining agreement with the Construction and General Laborers' District Council of Chicago which incorporates and adopts the Laborers' Funds' Trust Agreements. Both the bargaining agreement and Trust Agreements provide benefits for covered employees. Michels Foundations Dv Of Mich has submitted reports and monies on a timely basis in accordance with the rules in effect through April 2019 to the Laborers' Welfare & Pension Funds.

Please be advised that this letter does not address any issues pending with the Construction and General Laborers' District Council of Chicago and Vicinity including, but not limited to, the submission of current dues reports, the pendency of any wage grievance or any outstanding liquidated damages or shortages owed to the Dues Fund. If you have any questions regarding the Company's reporting status with the District Council, please contact Ms. Jannette Zarris at 630-655-8289.

If you need any additional information or have questions, please feel free to contact this office.

Sincerely,
Laborers' Pension & Welfare Funds


Ryan Lacey,
Financial Operations Director

RL:ag

EMPLOYER PARTICIPANTS –

Builders' Association, Employing Plasterers' Association, Underground Contractors' Association, Mason Contractors' Association, Concrete Contractors' Association, Wrecking Contractors, Concrete Products Employers, Lake County Illinois Employers, Illinois Road Builders Association, Bridge and Highway Structural Builders; i.e. all those who employ Laborers Engaged in the Building and Construction Industry.

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoand Laborers' J.A.T.C.

Canal Stream, Illinois

For the Trade - Construction Craft Laborer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



W. J. Chao

Secretary of Labor

Anthony Suvage

Assistant, Apprenticeship Training, Employer and Labor Services

Attachment F - Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Please see attached letter of good standing.

Chicagoland
LABORERS'
District Council Training & Apprentices Fund

www.chicagolaborers.org

1-1-17

Executive Director

Thomas Nordeen

6 January 2017

Labor Trustees

James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

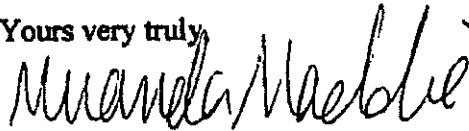
MICHELS Corporation
817 W Main Street
PO Box 128
Brownsville, WI 53006

Dear Mr. Luedtke:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that MICHELS Corporation, is indeed signatory to the Chicago Laborers District Council, contributes to the Laborers Apprenticeship Fund and their active account is current. Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie
Office Manager


Carol Stream Location
1200 Old Gary Avenue
Carol Stream IL 60188
630.653.0006

LiUNA!
Feel the Power

Chicago Location
5700 West Homer Street
Chicago IL 60639
773.413.3315

VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Michels Pipe Services; a division of Michels Corp By: 
(Signature)
Address: 817 Main Street Brownsville, WI 53006 Title: Business Operations Manager, Pipe Services

MICHELS®

August 28, 2019

City of Aurora, IL
44 East Downer Place
Aurora, IL 60507

RE: 2019 Sanitary Sewer CIPP Lining
Trask St., N. Loucks St., & N. Kendall St.

Bid Date: August 29, 2019 at 10am

To whom it may concern:

Enclosed is our bid for the above referenced project.

Due to the specialized nature of the work we perform, we are constantly seeking capable, qualified local labor through local union halls. Historically we have not been successful in these attempts, however we will continue this good faith effort should we be awarded this project.

Our bid is based on the use of qualified labor.

Regards,



Genette Zubrod

Business Operations Manager

Michels Pipe Services, a division of Michels Corporation

STATE OF ILLINOIS)
County of Kane) ss.

ATTACHMENT G - BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 28th day of August, 2019.

By Genette Zubrod
(Signature of Bidder's Executing Officer)

Genette Zubrod
(Print name of Bidder's Executing Officer)

Business Operations Manager, Pipe Services
(Title)

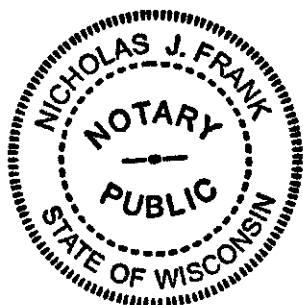
ATTEST/WITNESS:

By Angele Muser
Title Admin Assistant Pipe Services

Subscribed and sworn to before me this 28th day of August, 2019.

Nicholas J. Frank
Notary Public

(SEAL)



ATTACHMENT H



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

- 1) Date Submitted: NOT APPLICABLE
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
 - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are (thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@Aurora-il.org

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____

BID FORM Attachment I

PROJECT NAME AND LOCATION:

BIDDER NAME: Michels Pipe Services; a division of Michels Corporation

CONTACT: Mike Figlio

PHONE: 920-924-4300 E-MAIL: mfiglio@michels.us

I have received the project specifications and attachments for the

Project Name: Trask St., N. Loucks St., N. Kendall St. Sanitary Sewer CIPP Lining

I have reviewed and signed the required attachments included in this bid packet.

In submitting this bid, I agree:

1. To accept the provisions of the Contract Documents.
2. To furnish Certificate of Insurance.
3. To accomplish the work in accordance with the contract Documents.
4. To enter into and execute a contract with the Project's Owner if awarded on the basis of the Bid.
5. To provide full coordination and supervision of all subcontractors (if used) and suppliers.
6. To expedite work, manage payment requests and general administration of the project.
7. To provide supervision and responsibility for all safety on in and around the work site.
8. To have all project work completed no later than 12/31/19.

I/We propose to furnish and install as specified in the Information to Bidders at the following net delivered price: One Hundred Sixty Nine Thousand Three Hundred Sixty Three Dollars (\$ 169,363.00)

(Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern.)

Number of Days for completion of Project 94

AUTHORIZED SIGNATURE Genette A. Zybrod DATE 8/28/19

CITY OF AURORA, ILLINOIS CDBG PROGRAM CONTRACTOR DEBARMENT REVIEW CERTIFICATION

(Must be submitted with bid proposal)

Attachment J

Project Name and Location: Trask St., N. Loucks St., and N. Kendall St. Sanitary Sewer CIPP Lining

All CDBG subrecipients are required to conduct debarment reviews on all services procured with CDBG funds by checking the System for Award Management (SAM) website, www.sam.gov, to determine if a potential contractor is excluded from receiving Federal contracts. This review will be conducted by the City and/or the Project's Owner before any contract award is executed. The use of CDBG funds is prohibited for any contractor on the excluded (debarment) list.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Genette Zubrod, Business Operations Manager Pipe Services

Name & Title (Please Print)

8-28-19

Date



Signature

8/28/19

Date

00-580-9868

DUNS Number

**CITY OF AURORA CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice

FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

**Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

III. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

IV. Change Order Statement

Should change orders be necessary, Aurora staff must receive copies and explanation of necessity for review.

V. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VI. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

VII. WBE/MBE Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

VIII. Debarment Statement

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) in order to be eligible to receive Federal grant funds.

IX. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

The City of Aurora wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: *Sherrille A. Zubrod*

Company Name: Michels Pipe Services; a division of Michels Corporation

Date: 8/28/19

The bidder must list references for the last three (3) completed projects, listing company name, address, contact person, telephone number and date of completion. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

The bidder verifies that they have provided equipment or supplies to that contained in their contract to the following parties with needs similar to the City of Aurora and authorizes the City to verify reference of business and credit at its option.

COMPANY NAME:	see attached qualification statement
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

SECTION 3 CLAUSE

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the contract/subcontract amount exceeds \$100,000. Any tier contracting for \$100,000 or less is not required to comply; however, it is strongly encouraged.

TITLE 24 PART 135 ECONOMIC OPPORTUNITIES FOR LOW - AND VERY LOW - INCOME PERSONS
135.38 - Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR per 135 as amended.

Genette Zubrod 8/28/19
Authorized Signature Date
Genette Zubrod Business Operations Manager Pipe Services
Print Title
Michels Pipe Services, a division of Michels Corporation
Business Name

CITY OF AURORA SECTION 3 INITIATIVE AND COMPLIANCE

Federal grant funds awarded by the City of Aurora to this project are subject to Section 3 compliance as provided in 24 CFR Part 135. The purpose of Section 3 is to ensure that employment and economic opportunities shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-income persons and business concerns which provide opportunities for low-income persons. Section 3 designation is a person whose household income is 80% or less of area median family income (hereinafter, "low-income" or "Section 3 resident"). All contractors providing labor are subject to Section 3 and must complete the following documents (as applicable):

- 1) SECTION 3 CLAUSE: Acknowledgement to be signed by all Section 3 covered contractors (must be signed if the contract is over \$100,000).
- 2) FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (FORM 1): To be completed by all contractors. Describes contractors' Section 3 status based on the following categories:
 - A. Business owned by Section 3 resident;
 - B. 30% of permanent full-time employees are Section 3 residents;
 - C. Subcontract 25% of award amount to Section 3 Business Concerns.
- 3) FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (FORM 2): To be completed by all business owners claiming Section 3 under category A and/or all Section 3 employees working on this project (Section 3 family income limits are included on the form);
- 4) PERMANENT EMPLOYEE / NEW HIRES LIST (FORM 3): To be completed by all business owners claiming Section 3 under category B or hiring new employees;
- 5) FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (FORM 4): To be completed by all business owners claiming Section 3 under category C;
- 6) FEDERAL SECTION 3 BUSINESS REPORTING (FORM 5): To be completed by all contractors. Information required to complete the federal reporting requirements.

The City of Aurora is responsible for executing compliance and reporting the outcomes of these efforts. Specifically, under this regulation, the City of Aurora is responsible for:

- 1) Informing any tier of subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 135;
- 2) Monitor the performance of all tiers in respect to the requirements and objectives of Part 135;
- 3) Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
- 4) Collect and report documentation in respect to all efforts made by tiers to achieve Section 3 participation.

Tiers receiving contracts greater than \$100,000 are covered by Section 3. As related to this project, and to the greatest extent feasible, these tiers are responsible for:

- 1) Contracting or hiring locally
- 2) Contracting at least 10% of the total project cost with Section 3 business concerns
 - a. Businesses which are majority owned by low-income persons qualify
 - b. Businesses which employ at least 30% full-time low-income employees qualify
 - c. Businesses which offer 25% of all subcontracts to Section 3 businesses qualify
- 3) Hiring, at least 30% of all new employees from low-income households
- 4) Refraining from entering into contracts with businesses in violation of Section 3
- 5) Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the City of Aurora.

Any tier contracting for \$100,000 or less is not responsible for complying with Section 3; however, it is encouraged that any contractor or new hire which qualifies as Section 3 be documented and reported to meet the numerical objectives as a whole.

Noncompliance involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access the City of Aurora's Section 3 certification forms please contact the City of Aurora's Community Development Division at 630-256-3320 or nrd@aurora-il.org.

MUST BE SUBMITTED WITH BID PROPOSAL

City of Aurora Community Development Division
(CDD) FORM 1 Rev. 05/02/19

Attachment N

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

Legal Business Name	Michels Corporation		
Address of Business	817 Main Street Brownsville, WI 53006		
Contact Person	Mike Figlio	Title	Regional Manager, Pipe Services
Telephone #	920-924-4300	Fax #	920-924-4323
Email Address	mfiglio@michels.us	FIN (IRS) #	39-0970311
Trade(s)			

Business Partners/Owners Name	Title	Address
Patrick D. Michels	President	817 Main Street Brownsville, WI 53006
Timothy J. Michels	V.P./ Treasurer	817 Main Street Brownsville, WI 53006
Kevin P. Michels	V.P./Secretary	817 Main Street Brownsville, WI 53006

PART 2 Section 3 Federal Business Concern: The above business certifies that it qualifies as a Section 3 Business Concern based on: *(Please check the appropriate category below and provide requested supporting forms)*

- A** Business is majority owned (at least 51%) by Section 3 Resident(s).
 Must provide signed *Federal Section 3 Resident Self Certification (Form 2)* for the owner(s)
- or
- B** At least 30% of the permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 Must provide *Permanent Employee / New Hire List (Form 3)*; and
 Must provide *Federal Section 3 Resident Self Certifications (Form 2)* for all owners and Section 3 employees
- or
- C** Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns if awarded contract
 Must provide signed *Federal Section 3 Subcontracting Plan (Form 4)*; and
 Must provide signed *Federal Section 3 Business Concern Self Certifications (Form 1)* for all subcontractors
- D** Check "D" if none of the categories above apply to your business.


PART 3 Other Business Concern:

- Business is owned by a minority person:**
- | | |
|---|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Other (Specify): | <input type="checkbox"/> Native American |
| | <input type="checkbox"/> Asian/Pacific American |
- Business is woman owned.**

PART 4 Business Owner Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Business Concerns that will enable my business to receive notice of contracting opportunities for future Section 3 covered projects. I understand that the Section 3 Business Concern list may provide additional employment opportunities, however inclusion on that list does not guarantee awarding of contracts. I further understand that this list may be accessed by City of Aurora staff, developers and contractors working on Section 3 covered projects. Yes No

I certify that I will ensure that Section 3 information and its requirements are provided to all employees and lower tier subcontractors involved in the project. Under penalty of perjury I also certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to the City of Aurora's funding programs. I agree to furnish to the City of Aurora any requested documentation in support of verification of this self-certification. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.


 Owner Signature 8/28/19
 Date
 Genette Zubrod Business Operations Mgr.
 Print Name Title

MUST BE SUBMITTED WITH BID PROPOSAL

City of Aurora Community Development Division
(CDD) FORM 2 Rev. 05/02/19

Attachment O

(To be completed by each business owner if claiming Section 3 under category A of Form 1 and/or all Section 3 employees/residents)

PART 1 Resident Information: NOT APPLICABLE

Name			
Home Address			
Telephone #		Email	
Name of Employer			

Job Category:	<input type="checkbox"/> Business Owner/Professional	<input type="checkbox"/> Office/Clerical
	<input type="checkbox"/> Technician	<input type="checkbox"/> Trade: _____

Employee Experience/ Training/ Job Skills:	
---	--

PART 2 Income Survey:

How many persons live in your home?	_____ persons
--	---------------

What is the total yearly income of ALL persons, 18 years and older, living in your household?	\$ _____ total yearly household income
--	--

Note: Total yearly income means all funds (salaries, dividends, interest, etc.) received during the year, before taxes.

Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2018 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$49,950	\$57,050	\$64,200	\$71,300	\$77,050	\$82,750	\$88,450	\$94,150

PART 3 Resident Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Residents that will enable me to receive notice of employment for future Section 3 covered projects. I understand the Section 3 Resident list may provide additional employment opportunities, however inclusion on that list does not guarantee employment. I further understand that this list may be accessed by City of Aurora staff, developers and contractors working on Section 3 covered projects; however no personal information will be made available to the developers, contractors, or public. Yes No

Under penalty of perjury I certify that I, _____ (print name), am a legal resident of the City of Aurora and qualify as a Section 3 Resident because I meet the income limits as published on this form OR I am a public housing resident. I agree to furnish to City of Aurora any requested documentation in support of verification of this self-certification.

Signature _____ Date _____

Print Name _____

PERMANENT EMPLOYEE / NEW HIRES LIST (Form 3)

(To be completed by business owners if claiming Section 3 under category B of Form 1 or business owners hiring new employees)

PART 1 Business Concern Information: NOT APPLICABLE

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

PART 2 List all full-time employees: (Attach additional sheets as needed.)

Employee Name	New Hire (yes/no)	Trade	Section 3 (yes/no)*
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Total number of all employees: _____

Have you, or do you, anticipate hiring new employees for this project? Yes No

* Provide Section 3 Resident Self Certification (Form 2) for all employees that qualify as Section 3 Residents. Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2017 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$44,250	\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450

PART 3 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to the City of Aurora's funding programs. I agree to furnish to the City of Aurora any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Authorized Signature _____ Date _____
Print Name _____ Title _____

FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (Form 4)

(To be completed by business owners only if claiming Section 3 under category C of Form 1)

PART 1 Business Concern Information: NOT APPLICABLE

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

PART 2 Subcontractors:

Name of Subcontractor	Type of Contract (trade)	Estimated Contract Amount	Section 3 Business Concern (yes/no) *
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

* Provide Section 3 Business Concern Self Certification (Form 1) for all subcontractors that qualify as Section 3.

PART 3 Business Concern Contract and Subcontract(s) Amounts:

Total contract amount	\$	Estimated amount to be subcontracted	\$
Amount to be subcontracted to Section 3 businesses:	\$	% of subcontracts that are Section 3	%

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to the City of Aurora's funding programs. I agree to furnish to the City of Aurora any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Signature _____ Date _____
Print _____ Title _____

**CONSENT RESOLUTION OF
THE BOARD OF DIRECTORS OF
MICHELS CORPORATION**

JULY 22, 2019

The undersigned, being the Board of Directors of MICHELS CORPORATION, a Wisconsin corporation, pursuant to Section 180.0821 of the Wisconsin Statutes, do hereby consent to the following acts taken without a meeting:

RESOLVED: that the following employees of Michels Pipe Services, a division of Michels Corporation, shall have the following authority vested in it by the Board of Directors through this Consent Resolution for the fiscal year ending December 31, 2019, or until their respective successors have been elected and qualified:

Michelle Enriquez, Contracts & Administration Coordinator, shall have specific and limited authority to sign pay requests and associated lien waivers and attest to official documentation.

Angela Moser, Midwest Administrative Assistant, shall have specific and limited authority to sign pay requests, associated lien waivers and attest to official documentation.

Genette Zubrod, Business Operations Manager, shall have authority to legally negotiate and execute bonds, bid documents, contracts and agreements

Gina Gritzenbach, Associate Project Manager, shall have specific and limited authority to sign pay requests associated lien waivers, and attest to official documentation.

David R. Phelps, Assistant Secretary of Michels Corporation and Contract Manager - Western Region of Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts, and agreements.

Scott Odell, Western Regional Manager of Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts, and agreements. Mr. Odell shall also have the authority to execute all work orders issued to Michels Pipe Services on existing Hawaii contracts.

Lee A. Zubrod, General Manager of Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts and agreements.

Mike Figlio, Midwest Regional Manager of Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts and agreements.

Matt Hubert, Assistant Secretary of Michels Corporation and East Regional Manager of Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts, and agreements.

David Ebner, Sr. Manager of Michels Pipe Services (SIPP), shall have limited authority to execute subcontracts of \$500,000 or less, both when Michels subcontracts work and when Michels is a subcontractor.

Patrick Hale, Assistant Secretary of Michels Corporation and Senior Project Manager of Michels Pipe Services (CIPP), shall have the limited authority to execute subcontracts of \$500,000 or less, both when Michels subcontracts work and when Michels is a subcontractor. Mr. Hale shall have specific and limited authority to sign associated lien waivers and attest to official documentation.

Paul Mallory, Senior Manager - Special Projects of Michels Pipe Services, shall have the limited authority to execute subcontracts of \$500,000 or less, both when Michels subcontracts work and when Michels is a subcontractor

Dated this 22nd day of July, 2019.



Ruth L. Michels, Director



Patrick D. Michels, Director